

# TERMS OF SERVICE

This website is operated by the Homeowners Association of Highland Lakes, Inc. Throughout the site, the terms “we”, “us”, “our” and “Highland Lakes” refer to the Homeowners Association of Highland Lakes, Inc. Highland Lakes offers this website, including all information, tools and services available from this website to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the website, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any of its services.

By visiting Highland Lakes’ website, you engage in our “Service” (Service) and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site.

Highland Lakes reserves the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to the website.

## **SECTION 1 - ONLINE TERMS**

You may not use the Service for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws (including but not limited to copyright laws).

A breach or violation of any of the Terms will result in an immediate termination of your use of the Service.

## **SECTION 2 - GENERAL CONDITIONS**

Highland Lakes reserves the right to refuse use of its Service to anyone for any reason at any time.

You agree not to sell, resell or exploit any portion of the Service.

## **SECTION 3 - PERSONAL INFORMATION**

Your submission of personal information through the website is governed by Highland Lakes’ Privacy Policy. To view our Privacy Policy visit the link available on our website. You may choose to hide all personal information contained in your profile, except for your name.

#### **SECTION 4 - PASSWORDS**

Certain parts of this website may require a password. We will not share your password with anyone. It is your responsibility to keep your password confidential and secure. You should also take care to log off (close your browser) after using your password on the website. You are responsible for all interactions that occur on this website using your password.

#### **SECTION 5 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**

Highland Lakes is not responsible if information made available on this website is not accurate, complete or current.

Highland Lakes reserves the right to modify the contents of this website at any time, but Highland Lakes has no obligation to update any information on the website and may discontinue the Service (or any part or content thereof) without notice at any time.

#### **SECTION 6 - OPTIONAL TOOLS**

Highland Lakes shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Third-party links on this website may direct you to third-party websites that are not affiliated with us. Highland Lakes is not responsible for examining or evaluating the content or accuracy, and Highland Lakes does not warrant and will not have any liability or responsibility for, any third-party materials or websites, or for any other materials, products, or services of third-parties.

#### **SECTION 7 - USER COMMENTS AND FEEDBACK**

If, at Highland Lakes' request, you send certain specific submissions (for example survey responses) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'Comments'), you agree that Highland Lakes may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any Comments and we shall be under no obligation (1) to maintain any Comments in confidence; (2) to pay compensation for any Comments; or (3) to respond to any Comments.

Highland Lakes may, but has no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

#### **SECTION 8 – USER SUBMISSIONS AND CONTENT**

The following requirements apply to your use of the Service: From time to time on certain areas of the website you may be able to submit reviews and certain other materials ("User Content"). By using these features, you agree (a) you will not use any

electronic communication feature of the website for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, or hateful; (b) you will not upload, post, reproduce, or distribute any information, software, or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the written permission by email or US Postal Service of the owner of such rights; (c) you will not collect or store personal data about other users; (d) you will not use the website for any commercial transactions that are unrelated to the purposes for which the Service was provided; (e) you will not upload, post, email, or otherwise transmit any advertising or promotional materials or any other form of solicitation or unauthorized communication; (f) you will not upload, post, email, or otherwise transmit any material that contains viruses or any other computer code, files, or programs which might interrupt, limit, or interfere with the functionality of the Service or any computer software or hardware or telecommunications equipment. You further understand and agree that you have no ownership rights in any account you may have with us, or other access to the Service or features therein. Highland Lakes may cancel your account and delete all User Content associated with your account at any time, and without notice, if Highland Lakes deems that you have violated these Terms, the law, or for any other reason. Highland Lakes assumes no liability for any information removed from the Service and reserves the right to permanently restrict access to the Services or a user account.

Highland Lakes' use of any similar Ideas, whether based on your User Content, provided to Highland Lakes by third parties, or independently developed or considered by Highland Lakes, shall be without obligation to you.

## **SECTION 9 - PROHIBITED USES**

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the website or its content: (a) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (b) to submit false or misleading information; (c) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (d) to collect or track the personal information of others; (e) to spam, phish, pharm, pretext, spider, crawl, or scrape; (f) for any obscene or immoral purpose; or (g) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. Highland Lakes reserves the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

Highland Lakes does not guarantee, represent or warrant that your use of the Service will be uninterrupted, timely, secure or error-free.

## **SECTION 10 - INDEMNIFICATION**

You agree to indemnify, defend and hold harmless the Homeowners Association of Highland Lakes, Inc. and our officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, volunteers and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use the Service, or when you cease using the website.

If in Highland Lakes' sole judgment, you fail, or Highland Lakes suspects that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice.

## **SECTION 11 - ENTIRE AGREEMENT**

The failure of Highland Lakes to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

If any provision of these Terms is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions herein.

## **SECTION 12 - CHANGES TO TERMS OF SERVICE**

You can review the most current version of the Terms of Service at any time at this page.

Highland Lakes reserves the right, at its sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to the website. It is your responsibility to check the website periodically for changes. Your continued use of or access to Highland Lakes' website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

## **SECTION 13 - CONTACT INFORMATION**

Questions about the Terms of Service should be sent to Highland Lakes via email at [communications@highlandlakeshoa.net](mailto:communications@highlandlakeshoa.net) or write us at 3300 MacGregor Dr., Palm Harbor, FL 34684, Attn: Resident Services.